

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
BANKRUPTCY COURT

IN RE: CHERYL A. GIBSON,

Debtor.

Case No. 18-48460
Hon. Thomas J. Tucker
Chapter 13

JOHN J. FINN (P33678)
Attorney for Debtor
17735 Fort Street
Riverview, MI 48193
(734) 246-8800
jjayfinn@gmail.com

**MOTION TO MODIFY THE PLAN
TO REDUCE THE PLAN PAYMENT
AND FOR PERMISSION TO INCUR
NEW DEBT OUTSIDE THE PLAN**

NOW COMES Debtor, CHERYL A. GIBSON, by and through her attorney, JOHN J. FINN, and moves this Honorable Court for an order Modifying the Chapter 13 Plan and allowing Debtor to Incur new debt outside the Plan for the following reasons:

1. That the Debtor had a vehicle leased from Ford Motor Credit, the lease terminating on April 2, 2021, and said vehicle was repossessed on or about April 24, 2021.
2. That the Chapter 13 Plan called for payments to be made through the Plan; the payment was \$256 per month (Exhibit A). The payment order called for weekly payments of \$637 of which the weekly amount for the lease would be \$59.08 (Exhibit B).
3. That the \$637 weekly payment is difficult, particularly since the pandemic began, but Debtor has been able to keep up payments despite reduction in her hours at work.

4. That the Debtor needs this money that was being paid for the lease of the vehicle through the Plan to be released so she can lease a vehicle outside the Plan (Exhibit C).

5. That the Debtor would require permission to incur new debt by leasing the vehicle from Bill Brown Ford (Exhibit C) outside the Plan.

5. That the Plan called for paying the Class 9 unsecured creditors 100% of their claims, that the reduction in the Plan Payment set out above, would not affect that amount.

WHEREFORE, Debtor requests that the Plan be amended to reduce the payment by \$59.08 per week, from \$637.00 to \$577.92 per week . That Further the Debtor be allowed to incur new debt by leasing a new vehicle as set out in Exhibit C.

Respectfully Submitted,


JOHN J. FINN (P33678)
Attorney for Debtor
17735 Fort Street
Riverview, MI 48193
(734) 246-8800
jjayfinn@gmail.com

DATED: May 5, 2021

EXHIBIT A

Account Ledger



Case: 1848460 Debtor: CHERYL A. GIBSON Trustee: TERRY, TAMMY L. (DETROIT, MI)

Filter By All Claims

All Payees

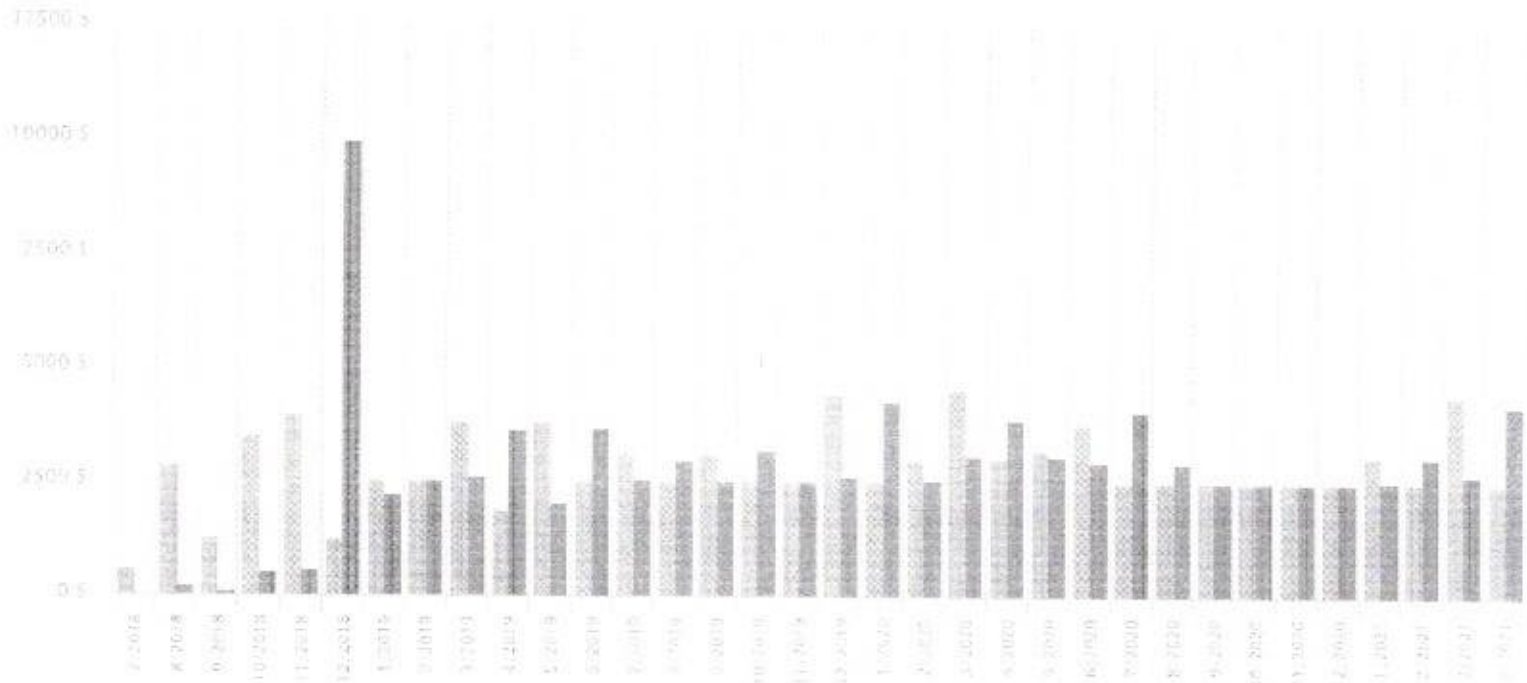
All Transactions

All Time

Receipts & Disbursements

RECEIPTS

DISBURSEMENTS



DATE PAID ▼	CLAIM NUMB ER	CHECK NUMB ER	NAME OF PARTY	DESCRIPTION	AMOUNT
04/18/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
04/15/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
04/12/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
04/12/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
04/07/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
04/07/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
04/02/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
04/02/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
04/01/2021	2	2164851	FORD MOTOR CREDIT COMPANY LLC	AMOUNT DISBURSED TO CREDITOR	-\$255.98
04/01/2021	2	2165064	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$1611.87
04/01/2021	3	2165064	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$1904.03
04/01/2021	5	2164840	FORD MOTOR CREDIT	AMOUNT DISBURSED TO CREDITOR	-\$466.00

DATE PAID	CLAIM NUMB	CHECK NUMB	NAME OF PARTY	DESCRIPTION	AMOUNT
▼	ER	ER			
03/26/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
03/26/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
03/24/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$1274.00
03/24/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$127.40
03/15/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
03/15/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
03/15/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
03/15/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
03/12/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
03/12/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
03/12/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
03/12/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
03/01/2021	1	2160365	FORD MOTOR CREDIT COMPANY LLC	AMOUNT DISBURSED TO CREDITOR	-\$255.98
03/01/2021	3	2160563	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$220.67
03/01/2021	2	2160563	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$1811.67
02/22/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
02/22/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
02/08/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
02/08/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
02/02/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$127.40
02/02/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$1274.00
02/01/2021	7	2155967	FORD MOTOR CREDIT COMPANY LLC	AMOUNT DISBURSED TO CREDITOR	-\$255.98
02/01/2021	2	2156165	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$1811.87
02/01/2021	3	2156165	HUNTINGTON NATIONAL BANK	AMOUNT DISBURSED TO CREDITOR	-\$781.72
02/01/2021	5	2155956	FORD MOTOR CREDIT	AMOUNT DISBURSED TO CREDITOR	-\$21.71
01/27/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
01/27/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
01/25/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00
01/25/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
01/11/2021			TAMMY L. TERRY, TRUSTEE	TRUSTEE FEE - PLAN RECEIPT	-\$63.70
01/11/2021			N/A	EMPLOYER PAYROLL DEDUCTION CHECK	\$637.00

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION-DETROIT

IN RE: CHERYL A GIBSON

CHAPTER 13
CASE NO. 18-48460
JUDGE TUCKER

Debtor, _____

ORDER CONFIRMING PLAN

The Debtor's Chapter 13 plan was duly served on all parties in interest. A hearing on confirmation of the plan was held after due notice to parties in interest. Objections, if any, have been resolved. The Court hereby finds that each of the requirements for confirmation of a Chapter 13 plan pursuant to 11 U.S.C. §1325(a) are met.

Therefore, IT IS HEREBY ORDERED that the Debtor's Chapter 13 plan, as last modified, if at all, is confirmed.

IT IS FURTHER ORDERED that the claim of attorney for the Debtor, for the allowance of compensation and reimbursement of expenses is allowed in the total amount of \$ 2,250.00 in fees and \$ _____ in expenses, and that the portion of such claim which has not already been paid, to-wit: \$ 1,050.00 shall be paid by the Trustee as an administrative expense of this case.

IT IS FURTHER ORDERED that the Debtor shall maintain all policies of insurance on all property of the Debtor and this estate as required by law and contract.

All filed claims to which an objection has not been filed are deemed allowed pursuant to 11 U.S.C. §502(a), and the Trustee is therefore ORDERED to make distributions on these claims pursuant to the terms of the Chapter 13 plan, as well as all fees due the Clerk pursuant to statute.

IT IS FURTHER ORDERED as follows: *[Only provisions checked below apply]*

*The Debtor shall remit 0 % of all tax refunds received or entitled to after commencement of the case, and shall not alter any withholding deductions/exemptions without Court approval.

X The Debtor's Plan shall continue for no less than 60 months.

X The Debtor's Plan payments shall be increased to \$637.00 per WEEK effective the 8TH day of NOVEMBER, 2018.

☐ Creditors right to object to the last filed Modified Plan are preserved until _____

X Other:

A) That the Ford Motor Credit claim regarding the 2017 Ford Focus in the amount of \$16,922.29, shall be placed in Class 5.3 of the Plan as a Direct Pay pursuant to the contract between the parties.

B) That the Ford Motor Credit claim regarding the 2018 Ford Escape in the amount of \$8,959.30, that the automatic stay, pursuant to 11USC 362, shall be vacated as it applies to the Creditor and the vehicle on the lease termination date or in the event the vehicle is surrendered prior to the termination date, on the date of surrender. Creditor is not required to file an amended proof of claim pursuant to LBR 4001-5.

C) That the arrearages on the 2018 Ford Escape, Class 6.2, shall be cured within 6 months from Confirmation date.

D) That the Trustee reserves the right to object to Budget expenses if the Plan is ever amended to propose less than a 100% dividend to Class 9 unsecured Creditors

APPROVED:

OBJECTIONS WITHDRAWN:

APPROVED:

/s/ Tammy L. Terry
TAMMY L TERRY (P46254)
CHAPTER 13 TRUSTEE
535 Griswold, S. 2100
Detroit, MI 48226
(313) 967-9857
mieb_ecfadmin@det13.com

/s/ MICHAEL T. BROWN
CREDITOR: Ford Motor Credit
Michael T Brown Esq.
Kilpatrick & Associates, P.C.
902 N Opdyke Rd., Suite C
Auburn Hills, MI 48326
(248) 377-0700 x2229
mbrown@kaalaw.com

/s/ JOHN J FINN
John J Finn (P33678)
Attorney for Debtor
17735 Fort Street
Riverview, MI 48193
(734) 246-8800
jjfinn@comcast.net

Signed on November 14, 2018



/s/ Thomas J. Tucker

Thomas J. Tucker
United States Bankruptcy Judge

EXHIBIT C



Bill Brown Ford, Inc.

LEASE www.billbrownford.com

32212 PLYMOUTH RD - LIVONIA, MICHIGAN 48150

Salesperson: JOHN KRAUSE

PHONE (734) 421-7000

(BUYER'S ORDER)

Deal No: 611800

Customer No: 208551

Buyer: CHERYL GIBSON

Home Phone: (313) 671-1432

Work Phone

Cell Phone

Soc Sec No

Driver's License No

R320115067118

State: MI

456 PLUM ST
WYANDOTTE MI 48192-6554

Email Address:

PLEASE ENTER MY ORDER FOR THE FOLLOWING

X

NEW

USED VEHICLE

VEH. SELLING PRICE

N/A

Stock Number: 211286P

VIN: 1FMCU9G64MUA09438

CVR AND DOC FEE

99.00

Year: 2021

Make: FORD

Model: ESCAPE

Body Type: WGN

Trans: Automatic

Drive: 4X4

Cylinders: 4

Color: JS ICONIC

Trim: 4H DARK

TOTAL TAXABLE PRICE

N/A

Term: 24

Total Estimated Miles

21,000

Demo: No

TAXES:

N/A

Payment:

267.92

Down Money:

N/A

Security Deposit

N/A

T&W:

375.00

Sales Tax:

276.00

Title Fee:

18.00

Transfer Fee

10.00

Plate Fee

5.00

WEAR CARE:

N/A

Amount Due at Signing

375.00

LICENSE FEE

5.00

TRANSFER FEE

10.00

TITLE FEE

16.00

EXTENDED SERVICE PLAN

N/A

TOTAL CASH PRICE

N/A

LESS NET TRADE ALLOW:

N/A

CASH DEPOSIT:

N/A

REBATES:

4800.00

CASH ON DELIVER:

N/A

AMOUNT TO BE FINANCED

N/A

TRADE-IN Year

Make

Model

VIN

TRADE-IN Year

Make

Model

VIN

Plate Number

Body

Financing Company

0

Policy Number

0

Seller's Name

3120540

Phone No: 2085248

Seller's Email

Gmail

Good To

Address

Phone No

BUYER'S REPRESENTATIONS

Buyer and the Buyer's Credit has been approved by Bank, as provided by Dealer, for the purchase of the vehicle described herein, and the Buyer's Credit is subject to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to, and the Buyer's Credit is subject to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to, and the Buyer's Credit is subject to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to.

I have read the above printed on the back and agree to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to, and the Buyer's Credit is subject to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to, and the Buyer's Credit is subject to the terms and conditions of the credit agreement, which the Buyer and the Seller have agreed to.

IMPORTANT NOTICE CONCERNING INSURANCE

Buyer must have insurance for liability for third parties and for damage to the vehicle. The Buyer must have insurance for liability for third parties and for damage to the vehicle. The Buyer must have insurance for liability for third parties and for damage to the vehicle.

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ACCEPTED BY:

Signature of Buyer's Representative

IMPORTANT BUYER INFORMATION

1. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

2. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

3. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

4. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

5. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

6. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

7. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

8. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

9. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

10. The vehicle is sold as is, with no warranty or guarantee. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase. The Buyer is responsible for the condition of the vehicle at the time of purchase.

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